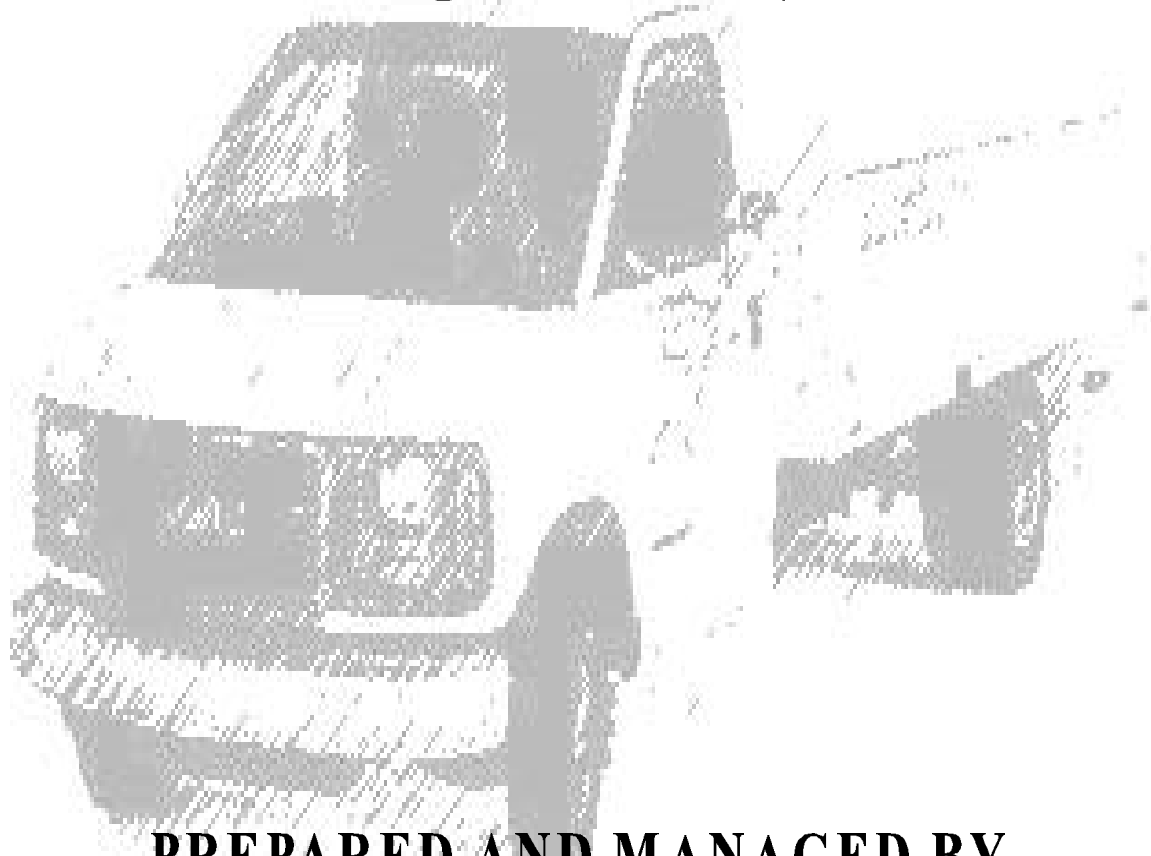




US GOVERNMENT TRUCK RENTAL AGREEMENT



**PREPARED AND MANAGED BY
HEADQUARTERS MILITARY TRAFFIC
MANAGEMENT COMMAND
HOFFMAN II BUILDING
200 STOVALL STREET
ALEXANDRIA VA 22332**

U. S. GOVERNMENT TRUCK RENTAL AGREEMENT

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NUMBER 1

(Name of Company)

The undersigned, an officer of the above named rental Company authorized to bind the Company, agrees the terms and conditions of this Agreement will govern the rental of cargo vans, pick-up, utility and straight trucks (commercial) by employees of the Federal Government when authorized to rent such vehicles at Government expense. The Company agrees that the terms and conditions of this Agreement take precedence over any contrary policies and provisions of any Company rental documents that the Government employee signs when renting a vehicle.

This Agreement is made with the understanding that the Military Traffic Management Command is under no obligation to ensure business is directed to the Company. It shall be effective on the date signed by the Military Traffic Management Command official and shall remain in effect until terminated by either party upon 60 days advance written notice.

(Signature)

(Date)

(Type Name and Title of Company President/Official)

MILITARY TRAFFIC MANAGEMENT COMMAND ACCEPTANCE:

(Signature)

(Title)

(Date Approved)

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Item 1 - Basic Provision

This basic Agreement, hereinafter referred to as the "Agreement," administered by the Military Traffic Management Command (MTMC) governs the rental of cargo vans, pick-up, utility and straight trucks (commercial) by employees of the Federal Government when the Government authorizes such rentals. Vehicles available under this Agreement are limited to those vehicles, which the Gross Vehicle Weight (GVW) does not require a Commercial Driver's License (CDL) or a Class "C" license to operate.

Item 2 - Rates

The daily, weekly, and monthly rental rates offered to Government employees in the United States, are set forth in Attachment A and B. The rates offered in Attachment A include unlimited mileage; rates listed in Attachment B do not include mileage charges. Rates or fees for one-way rentals are listed in Attachment C. The rates offered in Attachment A and C must include all charges and fees. All quoted rates will not be subject to blackout dates or minimum rental periods. The Company may enter their approved rates in the Government rate screens of the airlines' Computer Reservation Systems (CRS) or Company reservation agents will quote their approved rates when receiving vehicle requests.

If the Company chooses to provide a rental truck or rate not included in Attachment A and B, because the reserved rental truck is not available at time of pick-up, the reserved rental truck rate remains unchanged, and the terms and conditions of this Agreement continue to apply. However, if the renter selects a rental truck not listed in Attachment A and B or requests a different rental rate, the Agreement will not apply.

All proposed changes to the rates in Attachment A, B and C must be submitted on the Company's letterhead no less than 60 days in advance of the proposed effective date, to the following address:

Headquarters, Military Traffic Management Command
ATTN: **MTTP-AQ**
Hoffman II Building, Room 10N35
200 Stovall Street
Alexandria, VA 22332-5000

Rate decreases may take effect immediately. Individual locations may lower rates or raise their rental rates to the approved amounts listed in Attachment A and B without prior MTMC approval.

Item 3 - Participating Locations

The Company will identify and list their participating locations in Attachment D. The Company will also update their Attachment D location list with MTMC at least once each year.

Item 4 - Rental Offices

The rental offices and/or in-terminal counters will be in a permanent structure, well lighted, and clearly identified with the Company name.

Item 5 - Rental Vehicle Agreement Procedures

The rental truck must be ready for dispatch and to the extent possible the rental contract complete and ready to sign when the renter arrives at the rental location. The renter will be furnished with a copy of the Company rental contract and will not be bound by any provisions therein which are inconsistent with this Agreement. The Company representatives at the rental location may assist the renter with moving information and load estimations to assist in choosing the rental truck or van best suited to the rental purpose.

The Company may offer boxes, furniture pads, plastic covers, bubble wrap, hand truck appliances, tape, rope padlocks and other moving equipment to the renter at a discounted rental or purchase price at time of vehicle pick-up. In an instance when no vehicle is available at the time of pick-up and the renter has a reservation, the rental location will comply with item 2 of this Agreement or make arrangements to provide a vehicle from another participating rental location.

Item 6 - Reservation Center

Company reservation agents receiving telephone vehicle rental requests will quote current rates, verify participating locations and hours of operation, and will advise renters of vehicle pick up and drop off locations. The Company must guarantee and honor confirmed rental rates up to 60 calendar days from the date of the reservation. Repeated Company failure to honor reservations will be grounds for placing individual locations in non use until satisfactory remedial measures are effected. *Credit cards will not be required for reservations or charged "no show" fees.* A confirmation number and the local rental location telephone number will be

provided a time of reservation. The Company will provide a toll free number, if available, in Attachment D for rental reservations. A confirmed reservation will be held for a minimum of three normal business hours after time of pick-up.

Item 7 - Employee Identification and Payment

The employee's evidence and authorization to rent a vehicle at the Government's expense is the Government travel order, Government official charge card or similar official documentation. Renter must also possess a driver's license that meets the minimum state laws necessary to operate the reserved vehicle. Payment may be made by official U.S. Government Visa and MasterCard charge cards issues by the following vendors: Citibank, First National Bank of Chicago, Bank of America, and US Bank. Prior reservations are recommended. Employees may pay for rentals using cash, or credit card. However, when renters use their official Government card as identification of official travel status, the cost of the rental will be charged to that card. Acceptance of a Government charge card is mandatory. The pre-charging of a credit card when a rental truck or van is picked-up is strictly prohibited and grounds for placing a Company in immediate non-use. Rental vehicle charges may be applied to Government managed centrally billed accounts; however, this tax-exempt transaction requires prior coordination between the account manager and the rental Company. Any refund due to the renter will be immediately refunded when the vehicle is returned.

Item 8 - Authorized Drivers

Government employees authorized to operate vehicles rented under this Agreement, include the renter, and the renter's fellow employees acting within the scope of their employment duties. Government employees, who are age **21** or older, and otherwise eligible, may rent and operate vehicles under this Agreement when on official business. There will be no additional charges for additional drivers.

Company locations must acknowledge the local operator licensing requirements of the state and renting location. In many states, the driver's license issued to a military member does not expire as long as the individual remains in military service, and as so stated on the license. Those licenses will be accepted regardless of the date of issuance or expiration.

Item 9 - Insurance and Damage Liability

Government renters will not be subject to any fee for loss or CDW, and in the case of an accident, will not be responsible for loss or damage to the vehicle except as stated below in paragraph 9.b. Personal accident, effects, or other optional insurance may be offered to the renter but is not a prerequisite for renting a vehicle.

- a. Notwithstanding the provisions of any Company rental vehicle Agreement executed by the Government employee, the Company will maintain in force, at its sole cost, insurance coverage, or a duly qualified self insurance program, which will protect the United States Government and its employees against liability for personal injury, death, and property damage arising from the use of the vehicle.

The personal injury/wrongful death limits will be at least \$100,000 for each person for each accident or event, \$300,000 for all persons in each such accident or event, and property damage limits of \$25,000 for each such occurrence. The conditions, restrictions, and exclusions of the applicable insurance for any rental shall not be less favorable to the Government and its employees than the coverage afforded under standard truck liability policies. When more favorable insurance terms are required under applicable state laws, such terms will apply to the rental.

Standard coverage will include mandatory no-fault benefits where required by law. The Company warrants that, to the extent permitted by law, the liability and property damage coverage are primary in all respects to other sources of compensation, including claims statutes or insurance available to the Government, renter, or additional authorized driver. Proof of such insurance or self-insurance will be provided to MTMC at time of application and upon written request. Proof of insurance can be in writing on Company letterhead or on the ACORD form. Failure to maintain this required insurance or self-insurance will be grounds for immediate termination of this Agreement.

- b. **Loss of or Damage to Vehicle** - Notwithstanding the provisions of any Company vehicle rental Agreement executed by the Government renter, the Company hereby assumes and shall bear the entire risk of loss of or damage to the rented vehicles (including costs of towing, administrative costs, loss of use, and replacements), from any and every cause whatsoever, including without limitation, casualty, collision, fire, upset, malicious mischief, vandalism, tire damage, falling objects, glass breakage, strike, civil commotion, theft and mysterious disappearance, except where the loss or damage is caused by one or more of the following:
 - (1) Willful or wanton negligence on the part of a driver.
 - (2) Obtaining the vehicle through fraud or misrepresentation.
 - (3) Operation of the vehicle by a driver who is under the influence of intoxicants or any prohibited drugs.

- (4) Use of the vehicle for any illegal purpose.
- (5) Use of the vehicle in pushing or towing another vehicle.
- (6) Use or permitting the vehicle to carry passengers or property for hire.
- (7) Operation of the vehicle in live artillery fire exercises, or used in training for tactical maneuvers.
- (8) Operating the vehicle in a test, race or contest.
- (9) Operation of the vehicle by a person other than an authorized driver (See Paragraph 8).
- (10) Operation across international boundaries unless specifically authorized at the time of rental.
- (11) In the event that the vehicle is stolen and renter cannot produce vehicle keys, unless filed Police report indicates keys were stolen through theft or robbery.
- (12) Operation of the vehicle off paved, graded, state or professionally maintained roads, or driveways, except when the Company has agreed to this in writing beforehand.

NOTE: The above exceptions are not valid where prohibited by state law.

- c. **Billing for Damages** - When loss or damage is due to an exception stated above, the Company will submit its bills directly to the renter's employing Government agency, and not to the employee. If the Government agency denies liability on the basis that the renter was not operating the vehicle within scope of employment at the time of the loss, the Company may handle the matter directly with the renter.

Item 10 - Vehicles

Rental vehicles will be properly licensed, clean, and maintained and meet state and local safety standards, in a safe operating condition. Vehicles must be less than five years old. The vehicles will contain a full tank of fuel at the time of pick-up. The renter is expected to return the vehicle with a full ("F") tank of gas or the renter will pay for refueling by the Company (unless refueling was arranged at time of pick-up).

Item 11 - Accidents or Repairs

The Company will notify renters that in the event of an accident or if repairs become necessary, the renter should immediately notify the Company by calling the toll free telephone number, or other telephone number provided by the Company and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The renter will request copy of Police report (if applicable) for Company. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

Item 12 - Non-Use

The Company and all participating locations must fully comply with the terms of this Agreement. Failure to comply with or any deviation from the Agreement terms may constitute grounds for placing an individual rental location in immediate non use status until MTMC determines the proper remedial course of action. Serious violations on a system-wide basis justify disqualification of the Company from further Government business. Such disqualification will be considered under provisions of MTMC Regulation 15-1, Procedures for Disqualifying and Placing Carriers in Non-Use. If the Company is disqualified, this Agreement will be immediately terminated.

Item 13 - Reports

Companies must submit an annual report of their official Government rentals to MTMC, no later than 45 days (November 14th) after the close of the previous fiscal year. The Company will report by rental location, the total number of vehicle rentals, and the revenue from Government employee rentals, vehicle types, and miles per day (Attachment F). Companies may submit their reports to the following address:

Headquarters
Military Traffic Management Command
ATTN: **MTTP-SA**
Hoffman II Building, Room 10N35
200 Stovall Street
Alexandria, VA 22332-5000

Item 14 - Quality Control

The Company will appoint a representative to assist in matters regarding billing problems and complaints. The representative identification and telephone and facsimile numbers are listed in Attachment D of the signed Agreement. Headquarters MTMC, will direct matters of serious concerns to appropriate Company headquarters personnel.

Item 15 - Quality Programs

Companies making application to the U.S. Government Truck Rental Program must include a brief statement or program outline of the Company's Quality Control program. Information must include the standards of service and how the Company intends to maintain those standards to provide quality rental service under the U.S. Government Truck Rental Agreement.

Item 16 - Termination of the Agreement

This Agreement will remain in effect until terminated by either party upon 60 days advance written notice. MTMC will monitor the Agreement and make applicable changes when needed.

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ATTACHMENT A

RENTAL RATES

<u>VEHICLE TYPE</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>
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ATTACHMENT B

RENTAL RATES EXCLUDING MILEAGE CHARGES

<u>VEHICLE TYPE</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>	<u>MILEAGE RATE</u>
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ATTACHMENT C

ONE WAY RENTAL RATES

A. One-way rental rates are allowed? Yes _____ No _____

B. One-way charges must be based on one of the following:

1. Total mileage during the rental Yes _____ No _____

1. Direct mileage distance between point of pick up and point of return. Yes _____ No _____

C. Drop-off charges apply? Yes _____ No _____

Charge amounts and ratio:

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ATTACHMENT D

PARTICIPATING LOCATIONS

Participating locations are:

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ATTACHMENT E

RESERVATION TOLL FREE NUMBER
AND
QUALITY CONTROL REPRESENTATIVE

1. The toll free telephone number for reservations is _____.

2. The name, address and telephone number of the Company contact person responsible for providing assistance with billing issues, complaints or comments:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

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ATTACHMENT F

VEHICLE RENTAL REPORTING INSTRUCTIONS

Management Information Reporting

The following reporting media are currently acceptable:

- a. Hard copy of Company's quarterly report with all information provided above.
- b. Diskette with the following specifications: High- or low-density diskettes;
3 1/2-inch or 5 1/4-inch size; standard ASCII.

(1) Use the following convention for naming the file: File name shall be RENTAL; the file name extension shall be the three-letter abbreviation for the data month being reported.

EXAMPLE: RENTAL: APR (Rental information for the month of April)

- (2) External label on diskette will indicate: RENTAL
Data month
Fiscal year

<u>POSITION</u>	<u>DATA ELEMENT/DESCRIPTION</u>
1-25	<u>RENTING CITY</u> Enter city name of rental location.
26-27	<u>RENTING STATE</u> Enter the two-letter abbreviation for the state.
28-33	<u>TOTAL NUMBER OF VEHICLE RENTALS</u> Enter the numeric value including comma(s).
34-38	<u>TYPE OF RENTAL TRUCKS/VAN(S)</u> Enter the numeric value including comma(s).
39-43	<u>TOTAL REVENUE OF GOVERNMENT RENTALS</u> Enter the numeric value including comma(s).

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ATTACHMENT F (contd.)

- 44-48 AVERAGE NUMBER OF DAYS RENTED
Enter numeric value including decimal point. (Carry out to two decimal places.)
- 49-53 TOTAL REVENUE OF GOVERNMENT RENTALS
Enter the numeric value including comma(s)
- 54-58 AVERAGE NUMBER OF MILES/KILOMETERS
DRIVEN PER DAY
Enter numeric value including decimal point. (Carry out to two decimal places.)